

**UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF MICHIGAN**

UNITED STATES OF AMERICA

vs.

Anita Mason

§  
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§  
§

Claim No: 1998A12308

<b>COMPLAINT</b>
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TO THE HONORABLE UNITED STATES DISTRICT COURT JUDGE:

The United States of America, plaintiff, alleges that:

**Jurisdiction**

1. This Court has jurisdiction over the subject matter of this action pursuant to Article III, Section 2, U.S. Constitution and 28 U.S.C. § 1345.

**Venue**

2. The defendant is a resident of Macomb County, Michigan within the jurisdiction of this Court and may be served with service of process at 29195 Gloede Drive, Apt. C, Warren, Michigan 48088.

**The Debt**

3. The debt owed the USA is as follows:

A. Current Principal ( <i>after application of all prior payments, credits, and offsets</i> )	\$930.84
B. Current Capitalized Interest Balance and Accrued Interest	\$1,728.58
C. Administrative Fee, Costs, Penalties	\$14.94
D. Credits previously applied ( <i>Debtor payments, credits, and offsets</i> )	\$0.00

E. Attorneys fees	\$0.00
<b>Total Owed</b>	<b>\$2,674.36</b>

The Certificate of Indebtedness, attached as Exhibit A", shows the total owed excluding attorney's fees and CIF charges. The principal balance and the interest balance shown on the Certificate of Indebtedness is correct as of the date of the Certificate of Indebtedness after application of all prior payments, credits, and offsets. Prejudgment interest accrues at the rate of 10.000% per annum.

**Failure to Pay**

4. Demand has been made upon the defendant for payment of the indebtedness, and the defendant has neglected and refused to pay the same.

WHEREFORE, USA prays for judgment:

A. For the sums set forth in paragraph 3 above, plus prejudgment interest through the date of judgment, all administrative costs allowed by law, and post-judgment interest pursuant to 28 U.S.C. § 1961 that interest on the judgment be at the legal rate until paid in full;

B. For attorneys' fees to the extent allowed by law; and,

C. For such other relief which the Court deems proper.

Respectfully submitted,

By: s/Charles J. Holzman (P35625)  
Holzman Corkery, PLLC  
Attorneys for Plaintiff  
Tamara Pearson (P56265)  
28366 Franklin Road  
Southfield, Michigan 48034  
(248) 352-4340  
usa@holzmanlaw.com

**U.S. DEPARTMENT OF EDUCATION  
CERTIFICATE OF INDEBTEDNESS  
SAN FRANCISCO, CALIFORNIA**

Name: Anita Mason  
AKA: N/A  
Address: 17178 Eureka St  
Detroit, MI 48212  
SSN :

Total debt due United States as of: 12/2/97 \$1,376.27

I certify that Department of Education records show that the debtor named above is indebted to the United States in the amount stated above, plus additional interest on the principal balance of \$930.84 from 12/2/97 at the annual rate of 10%. Interest accrues on the principal amount of this debt at the rate of \$0.26 per day.

The claim arose in connection with a Government insured or guaranteed loan(s) made by a private lender and assigned to the United States.

On 9/26/88 the debtor executed promissory note(s) to secure loan(s) from Citibank ( New York State ) c/o HEAF Processing Center - St Paul, MN under loan guaranty programs authorized under Title IV-B of the Higher Education Act of 1965, as amended, 20 U.S.C. 1071 et.seq (34 C.F.R. Part 682). The holder demanded payment according to the terms of the note(s) and on 5/4/92 the debtor defaulted on the obligation.

Pursuant to 34 C.F.R. 682.202 and/or terms of the promissory note(s) the holder(s) capitalized interest accrued to the original lender in the amount of \$68.38, thereby increasing the principal balance due to \$930.84.

After application of the last voluntary payment of \$0.00 which was received on N/A the debtor now owes the following:

Principal:	\$930.84
Interest:	\$430.49
Administrative/Collection Costs:	\$14.94
Penalites:	\$0.00

CERTIFICATION: Pursuant to 28 USC Section 1746, I certify under penalty of perjury that the foregoing is true and correct.

12/14/97  
(Date)

James Remer  
Loan Analyst

SECTION A - TO BE COMPLETED BY BORROWER (PRINT IN INK - PRESS FIRMLY - OR TYPE)

1. NAME (NO SURNAMES) LAST <u>Mason</u> FIRST <u>Anita</u> M.I. <u></u>		2. SOCIAL SECURITY NUMBER <u></u>	3. WHEN WERE YOU BORN? DAY <u></u> MONTH <u></u> YEAR <u></u>
4. PERMANENT ADDRESS <u>2147 PENNSYLVANIA</u> CITY <u>DETROIT</u> STATE <u>MICHIGAN</u> ZIP <u>48214</u>		5. PERMANENT PHONE NUMBER <u>(313) 891-6584</u>	
6. U.S. CITIZENSHIP STATUS (CHECK ONE) <input checked="" type="checkbox"/> U.S. CITIZEN OR NATIONAL <input type="checkbox"/> PERMANENT RESIDENT OR OTHER ELIGIBLE ALIEN		7. PERMANENT RESIDENT OF WHICH STATE <u>MI</u>	8a. DRIVER LICENSE NUMBER (IF YOU DO NOT HAVE A LICENSE PRINT "NONE") <u></u> 8b. STATE IN WHICH ISSUED <u></u>
9a. ADDRESS WHILE IN SCHOOL (STREET, CITY, STATE, ZIP) <u>2147 PENNSYLVANIA DETROIT MICHIGAN 48214</u>		9b. DO YOU WISH TO DEFER REPAYMENT ON ANY GSL LOAN MAY HAVE OUTSTANDING? <input type="checkbox"/> YES (See Instruction 9b.) <input checked="" type="checkbox"/> NO	
10. PHONE AT SCHOOL ADDRESS <u>(313) 538-4647</u>		11. MAJOR COURSE OF STUDY SEE INSTRUCTIONS IN APP. BOOKLET <u>16</u>	
12. LOAN AMOUNT REQUESTED <u>2625</u>		13. LOAN PERIOD FROM <u>10</u> <u>88</u> TO <u>10</u> <u>89</u>	
PRIOR LOAN INFORMATION <u>cosmetology</u>			
14. HAVE YOU EVER DEFAULTED ON A GSL, SLS (ALAS), PLUS, CONSOLIDATED, OR INCOME CONTINGENT LOAN? <input type="checkbox"/> YES (GIVE DETAILS ON SEPARATE SHEET) <input checked="" type="checkbox"/> NO		15a. DO YOU HAVE ANY PRIOR UNPAID GSL LOANS? <input type="checkbox"/> YES (GO TO 15b) <input checked="" type="checkbox"/> NO (GO TO 20a)	
15b. IF YES, TOTAL UNPAID BALANCE OF GSL LOANS \$ <u></u>		16. UNPAID PRINCIPAL BALANCE OF MOST RECENT GSL \$ <u></u>	
17. GRADE LEVEL OF MOST RECENT GSL SEE INSTRUCTIONS IN APP. BOOKLET <u></u>		18. LOAN PERIOD START DATE OF MOST RECENT GSL MO <u></u> DAY <u></u> YEAR <u></u>	
19. INTEREST RATE OF MOST RECENT GSL <input type="checkbox"/> 7% <input type="checkbox"/> 8% <input type="checkbox"/> 9%		20a. DO YOU HAVE ANY PRIOR UNPAID SLS (ALAS) OR PLUS LOANS? <input type="checkbox"/> YES (GO TO 20b) <input checked="" type="checkbox"/> NO (GO TO 21a)	
20b. IF YES, TOTAL UNPAID PRINCIPAL BALANCE OF PRIOR SLS (ALAS) LOANS RECEIVED DURING UNDERGRADUATE STUDY \$ <u></u> GRADUATE STUDY \$ <u></u>		21a. DO YOU HAVE ANY UNPAID PLUS LOANS IF YOU BORROWED AS A PARENT UNDER THE PLUS LOAN PROGRAM? <input type="checkbox"/> YES (GO TO 21b) <input checked="" type="checkbox"/> NO (GO TO 22a)	
21b. IF YES, TOTAL UNPAID PRINCIPAL BALANCE OF PLUS LOANS \$ <u></u>		22a. IF YES, TOTAL UNPAID PRINCIPAL BALANCE OF PLUS LOANS \$ <u></u>	

REFERENCES (YOU MUST PROVIDE THREE DIFFERENT NAMES, WITH DIFFERENT U.S. ADDRESSES AND PHONE NUMBERS)

22a. NAME <u>Allie Gaines</u> STREET <u>1191 EUREKA</u> CITY, STATE, ZIP <u>Detroit Michigan</u> PHONE <u></u>	22b. NAME <u>Russell Gaines</u> STREET <u>3980 St Paul</u> CITY, STATE, ZIP <u>Detroit Michigan</u> PHONE <u></u>	22c. NAME <u>PATRICIA DAVIS</u> STREET <u>2809 Mack</u> CITY, STATE, ZIP <u>Detroit, Michigan</u> PHONE <u></u>
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NOTICE TO BORROWER: You must read the additional Promissory Note terms and the Borrower's Certification on the reverse side before signing this Promissory Note. I promise to pay to the order of my lender the entire Loan Amount requested shown above, to the extent that it is advanced to me, including the Guaranteed Fee and the Origination Fee and Interest of the unpaid principal balance, subject to the terms and conditions described on the reverse side of this Promissory Note and to the terms and conditions contained in the Disclosure Statement that will be provided to me no later than the time of the first disbursement of this loan. I have read, understand, and agree to the Borrower's Certification on the reverse side of this Promissory Note. I understand that this is a Promissory Note. I will not sign it before reading all of its provisions, even if otherwise advised. I am entitled to a copy of this Promissory Note by signing this Promissory Note. I acknowledge that I have received an exact copy of it.

23a. I have read, understand, and agree to the terms of the "Borrower's Certification" printed on the back of this application. I certify that I am not in default on any loan made under the Guaranteed Student Loan, PLUS or National Direct/Defense Student Loan program (Title IV, HEA loan) for attendance at any institution, and that I do not owe a refund on a grant received under the Pell Grant, SEOG, or SSG program (Title IV, HEA grant) for attendance at any institution. WARNING: Any person who knowingly makes a false statement or misrepresentation on this form is subject to penalties which may include fines or imprisonment under the United States Criminal Code and 20 USC 1097.	23b. DATE BORROWER SIGNED MO <u>9</u> DAY <u>26</u> YEAR <u>88</u> <u>x Anita Mason</u>
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SECTION B - TO BE COMPLETED BY SCHOOL

24. NAME OF SCHOOL <u>Virginia Farrell Beauty School</u>		25. ADDRESS (STREET, CITY, STATE, ZIP) <u>22925 Woodward Ave, Ferndale MI 48220</u>	26. PHONE <u>(313) 398-4647</u>	27. SCHOOL CODE <u>009734</u>
28. ENROLLMENT STATUS (CHECK ONE): <input type="checkbox"/> FULL-TIME <input checked="" type="checkbox"/> HALF-TIME	29. 30. PERIOD LOAN WILL COVER FROM MO <u>11</u> DAY <u>1</u> YEAR <u>88</u> TO MO <u>11</u> DAY <u>1</u> YEAR <u>89</u>	31. STUDENT'S GRADE LEVEL (CHECK ONE) CORRESP. UNDERGRAD. <input type="checkbox"/> 1 <input checked="" type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/> 6 <input type="checkbox"/> 7 <input type="checkbox"/> 8 <input type="checkbox"/> 9 <input type="checkbox"/> 10	32. ANTICIPATED GRADUATION DATE MO <u>4</u> DAY <u>1</u> YEAR <u>90</u>	33. STUDENT STATUS (CHECK ONE) <input type="checkbox"/> DEPENDENT <input checked="" type="checkbox"/> INDEPENDENT
34. ADJUSTED GROSS INCOME (AGI) \$ <u>9438</u>	35. COST OF ATTENDANCE FOR LOAN PERIOD \$ <u>8196</u>	36. ESTIMATED FINANCIAL AID FOR LOAN PERIOD \$ <u>2200</u>	37. EXPECTED FAMILY CONTRIBUTION (EFC) \$ <u>142</u>	38. DIFFERENCE (ITEM 35 LESS ITEMS 36 AND 37) OR LEGAL MAXIMUM \$ <u>3839</u>
39. SUGGESTED DISBURSEMENT DATES 1ST DISB. MO <u>11</u> DAY <u>1</u> YEAR <u>88</u> 2ND DISB. MO <u>4</u> DAY <u>1</u> YEAR <u>89</u> 3RD DISB. MO <u></u> DAY <u></u> YEAR <u></u>		40. DO SUGGESTED DISBURSEMENT DATES CORRESPOND TO SCHOOL TERMS? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>		
41. WILL THE STUDENT ATTEND A FOREIGN SCHOOL? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		42. SCHOOL USE ONLY		
I HAVE READ, I UNDERSTAND, AND I AGREE TO THE TERMS OF THE SCHOOL CERTIFICATION PRINTED ON THE REVERSE SIDE OF THIS APPLICATION.		43a. SIGNATURE OF SCHOOL OFFICIAL <u>x Charles Dukes</u>	43b. DATE MO <u>9</u> DAY <u>26</u> YEAR <u>88</u>	43c. PRINT NAME AND TITLE <u>Charles Dukes, Reg.</u>

SECTION C - TO BE COMPLETED BY LENDER

44. NAME OF LENDER <u>CITIBANK (NEW YORK STATE)</u> <u>c/o HEAF PROCESSING CENTER</u>		45. ADDRESS (STREET, BUILDING, CITY, STATE, ZIP) <u>NOV 10 1988</u> <u>P.O. BOX 64102 ST. PAUL, MN 55164</u>		46. LENDER CODE <u>826878</u>	47. BRANCH CODE <u></u>
48. IS THIS AN UNSUBSIDIZED LOAN? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	49. LENDER ACCOUNT NUMBER <u>H3123138916584248220</u>	50. LENDER USE ONLY	51. LOAN DISBURSEMENTS MO <u></u> DAY <u></u> YEAR <u></u> \$ <u></u> AMOUNT	52. MO <u></u> DAY <u></u> YEAR <u></u> \$ <u></u> AMOUNT	53. MO <u></u> DAY <u></u> YEAR <u></u> \$ <u></u> AMOUNT

SECTION D - TO BE COMPLETED BY HEAF

54. SIGNATURE OF LENDING OFFICIAL <u>X</u>	55. PRINT NAME AND TITLE <u></u>	56. TOTAL LOAN AMOUNT APPROVED \$ <u></u> .00	57. DATE SIGNED MO <u></u> DAY <u></u> YEAR <u></u>
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